



December 13, 2012

**Department of Natural Resources  
and Environmental Control  
Division of Fish and Wildlife**

**Invitation to Bid**

**MIDLANDS WILDLIFE AREA –  
PULPWOOD THINNING TIMBER SALE**

**Contract No. NAT13101-MIDLANDS\_THIN**

**- Deadline to Respond -  
January 9, 2013  
1:00 PM (Local Time)**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Midlands Wildlife Area – Pulpwood Thinning Timber Sale.

The Invitation consists of the following documents:

INVITATION TO BID – CONTRACT NO. NAT13101-MIDLANDS\_THIN

SCOPE OF WORK

- A. OVERVIEW OF INVITATION TO BID
- B. GENERAL PROVISIONS
- C. AWARD AND EXECUTION OF CONTRACT
- D. FISH AND WILDLIFE SPECIFICATION DETAIL AND CONTRACT REQUIREMENTS
  - EXHIBIT 1 – MAP OF LAND
  - EXHIBIT 2 – CONTRACT DOCUMENT TO BE EXECUTED
- E. VENDOR BID SECTION (ATTACHMENTS)
  - A – NO BID REPLY FORM
  - B – NON-COLLUSION STATEMENT AND ACCEPTANCE VENDOR BID FORM
  - C – VENDOR PROPOSAL FORM
  - D – REFERENCES
  - E – EXCEPTIONS FORM
  - F – OFFICE OF SUPPLIER DIVERSITY APPLICATION (not required)

In order for your bid to be considered, the bid package shall be executed completely, correctly and returned in a sealed envelope clearly displaying the contract number **by January 9, 2013 at 1:00 PM (Local Time)**.

**All bids shall be submitted to:**

**Redden State Forest Office  
18074 Redden Forest Drive  
Georgetown, DE 19947**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Rob Gano at 302-539-3160 or at [robert.gano@state.de.us](mailto:robert.gano@state.de.us).

## **SECTION A – OVERVIEW OF INVITATION TO BID**

The purpose of this solicitation is to contract with a vendor to thin pulpwood which is located on the Midlands Wildlife Area. The area to be thinned is identified in the body of the Invitation to Bid (ITB), consists of multiple areas and represents approximately 611 total acres.

Sealed bids for Contract No. **NAT13101-MIDLANDS\_THIN** shall be received by the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, no later than **January 9, 2013 at 1:00 PM (Local Time)**, at which time bids will be recorded. All vendor bids shall be delivered to the following address:

**Redden State Forest Office  
18074 Redden Forest Drive  
Georgetown, DE 19947  
(302) 856-2893**

All bids received by the Division of Fish and Wildlife, by the time identified above, will be publically announced after the closing time specified above. Bidders or their authorized representatives are invited to be present, but only bidder names will be announced.

Proposals that were not been received by the deadline specified **WILL BE REJECTED**. Rejected bids will be returned unopened.

For further information about this bid, please contact:

**Division of Fish & Wildlife  
37604 Mulberry Landing Rd.  
Frankford, DE 19945  
Attn: Rob Gano, Regional Wildlife Manager  
[Robert.gano@state.de.us](mailto:Robert.gano@state.de.us)  
(302) 539-3160**

**NO BIDS WILL BE ACCEPTED AT THE MULBERRY LANDING ADDRESS.**

## **SECTION B – GENERAL PROVISIONS**

### **1. BID FORMS**

The Invitation to Bid shall contain pre-printed forms for use by the vendor in submitting his bid. The bid form shall contain basic bid information. Space has been provided to bid for timber thinned and to list the price to be paid per ton. All proceeds will be paid to the Division of Fish and Wildlife. Additional blank spaces are for use by the vendor, including vendor name, signature and notary affirmation.

The bidder's proposal shall be printed in blue or black ink, or typewritten. All bid proposals are required to be submitted on Attachment C, Vendor Proposal Form provided. No other formats for bidding a price per ton will be accepted.

### **2. INTERPRETATION OF ESTIMATES**

Unless stated otherwise, the acreage referenced in this and all associated documents are estimates. No estimates for timber tonnage to be thinned from the Midlands Wildlife Area have been specified.

### **3. DELIVERY OF BIDS**

Bids shall be delivered in sealed envelopes and shall bear on the outside the name and address of the bidder. Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the contract number, NAT13101-MIDLANDS\_THIN, and be marked "Bid Enclosed" on the envelope.

**NAT13101-MIDLANDS\_THIN  
Redden State Forest Office  
18074 Redden Forest Drive  
Georgetown, DE 19947**

All bids will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Bids received after the time set for public opening will be returned unopened. For directions to the Redden State Forest Office please call (302) 856-2893.

### **4. WITHDRAWAL OF BIDS**

A bidder may withdraw his bid unopened after it has been deposited, if such a request is made prior to the time set for the opening of the bid.

### **5. PUBLIC OPENING OF BIDS**

The bids shall be publicly opened at the time and place specified by Division of Fish and Wildlife. Bidders or their authorized representatives are invited to be present. At the time of bid opening, only the names of the bidders will be announced.

## **6. LAWS TO BE OBSERVED**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, Delaware Division of Fish and Wildlife, and all officers, agents and employees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

## **7. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

## **8. BID DOCUMENTS**

Prospective bidders should obtain a Bid Packet at the State of Delaware's Bid Solicitation Directory which can be found at: [www.bids.delaware.gov](http://www.bids.delaware.gov) . The Bid Packet contains the Invitation to Bid (ITB) and instructions. Additional documentation within the ITB includes:

- Exhibit 1 – Maps
- Exhibit 2 – Contract (To be executed with awarded vendor)
- Attachment A – No Bid Reply Form
- Attachment B – Non-Collusion Form
- Attachment C – Vendor Proposal Form
- Attachment D – Business References
- Attachment E – Exceptions
- Attachment F – Office of Supplier Diversity Application (not required)

## **9. ADDENDA TO THE ITB**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

## **10. EXAMINATION**

Each bidder should carefully examine the maps (Exhibit 1) and Contract (Exhibit 2). Bidders are encouraged to visit the land subject to Contract to fully view existing conditions that may affect the performance of the bidder under the Contract. The successful bidder, after executing a Contract, shall in no way be relieved of any obligation under the Contract due to a failure to fully examine the Contract or to visit the land subject to the Contract.

## **11. FORM OF BID**

Bids shall be submitted on the Vendor Proposal Form, enclosed herein. Vendors shall submit bid amounts on a stumpage per ton basis. The bid must be signed, name printed and notarized as specified. A bidder shall make no stipulations or other qualifications on the bid form. Any such notations may subject a bid to rejection.

## **12. SIGNING BIDS**

If the bidder is an individual, the bid form shall be signed by the individual, under his/her name. If the bidder is a partnership, the bid form shall be signed by an authorized partner, under the name of the partnership. If the bidder is a corporation, the bid form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed.

Space for a notary affirmation has been provided. Bids that do not include this notary signature and stamp may be rejected without further consideration.

## **13. BID SECURITY**

A. **A bid deposit in the amount of \$5,000 must accompany each bid.** This deposit shall be submitted in the form of a certified check drawn on a reputable banking institution and made payable to the Delaware Division of Fish & Wildlife.

B. The successful bidder's bid deposit shall be retained by the Delaware Division of Fish & Wildlife as a performance guarantee that the terms and conditions of the Contract are met. **This performance deposit shall not be applied as payment for pulp wood tonnage.**

Deposits from unsuccessful bidders shall be returned within seven (7) business days after signing of the Contract by the successful bidder.

## **14. BID SUBMITTAL**

The bidder shall assume full responsibility for timely delivery of all submitted bids. Oral, email, fax or telephone bids are not allowed. Each bid shall be submitted in a sealed envelope marked Bid Enclosed, labeled with the contract number, the bidder's name and the bid opening date and time. Bids submitted by mail shall be enclosed in an outer envelope marked with Bid Enclosed and sent to:

**NAT13101-MIDLANDS\_THIN  
Redden State Forest Office  
18074 Redden Forest Drive  
Georgetown, DE 19947**

**ALL BIDS MUST BE RECEIVED BY 1:00 PM (Local Time) ON JANUARY 9, 2013**

## **15. ACCEPTANCE OF BID**

The Division of Fish and Wildlife reserves the right to waive technicalities, to reject any and all bids, to advertise for new bids, to proceed to deal with the land otherwise, or to abandon the execution of an agricultural Contract, if the best interest of the State will be promoted thereby. The Division of Fish and Wildlife shall award a contract to the highest qualified bidder. The successful bidder shall be notified within thirty (30) working days.

## **16. CONTACT INFORMATION**

For all questions about the bid solicitation, please contact:

**Delaware Department of Natural Resources and Environmental Control**  
**Division of Fish & Wildlife**  
**37604 Mulberry Landing Rd.**  
**Frankford, DE 19945**  
**Attn: Rob Gano, Regional Wildlife Manager**  
**[Robert.gano@state.de.us](mailto:Robert.gano@state.de.us)**  
**(302) 539-3160**

## **17. BUSINESS REFERENCES**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person. The references should be applicable to the type of project you are bidding on.

Contracts that have been completed for the State of Delaware and its agencies may be listed separately.

**DO NOT USE STATE OF DELAWARE PERSONNEL AS REFERENCES.**

## **18. EXCEPTIONS**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Division of Fish and Wildlife shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Division of Fish and Wildlife must reject exceptions that do not conform to State law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid, or before the date and time of the bid opening.

## **19. INSURANCE REQUIREMENTS**

- A. The Buyer, his or her agent, and employees shall maintain such insurance as will protect against claims under Workmen's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from work under their operation. The Buyer, his or her agent, and employees as an independent contractor and is not an employee of the State.
- B. The Buyer, his or her agent, and employees shall, at his expense, carry liability insurance with a minimum coverage of \$100,000 each person, \$300,000 each occurrence and property damage insurance with minimum limits of \$50,000. Insurance policies are to remain in effect at all times until the completion of the Contract. A copy of the certified insurance must be forwarded to the Division with the signed Contract Document.
- C. Notwithstanding the information contained in paragraphs A and B above, the Buyer, his or her agent, and employees shall indemnify and hold harmless the State of Delaware, the Delaware Division of Fish & Wildlife, their employees and agents from contingent liability to others for damages because of bodily injury, including death, which may arise from the Buyer's, his or her agent's, and employees' performance under this Contract, and any other liability for damages for which the Buyer, his or her agent, and employees are required to

indemnify the State under any provision of the Contract. No provision of the Contract shall waive the State of Delaware's sovereign immunity defense to any claim or action arising from the Contract.

## **20. BID/CONTRACT EXECUTION**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the Contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal Contract with the State of Delaware, Division of Fish and Wildlife.

The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov/w9.shtml>.

## **21. DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his bid:

- a. More than one bid for the same Contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- e. Non-attendance of mandatory pre-bid meetings.



## **SECTION C – AWARD AND EXECUTION OF CONTRACT**

### **1. CONSIDERATION OF BIDS**

- a. After the bids have been opened, the bids will be evaluated and the results will be made available to the public. The basis of the award will be determined by the highest price per ton.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new bids, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Division of Fish and Wildlife or its agent, the best interest of the State will be promoted thereby.

### **2. AWARD OF CONTRACT**

The Division of Fish and Wildlife shall award a contract to the highest qualified bidder. The successful bidder shall be notified within thirty (30) working days.

### **3. CONTRACT EXECUTION**

- a. The bidder to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the bid award.
- b. If the successful bidder fails to execute the required contract, as aforesaid, within twenty days after the date of official notice of the bid award, his deposit shall immediately become forfeited as liquidated damages. Award will then be made to the next highest qualified bidder of the work or re-advertised, as the Division of Fish and Wildlife may decide.

### **4. THE CONTRACT**

The Contract with the successful bidder will be executed with the Division of Fish and Wildlife.

## **SECTION D**

### **SPECIFICATIONS AND CONTRACT REQUIREMENTS FOR THE MIDLANDS WILDLIFE AREA PULPWOOD THINNING TIMBER SALE**

The State of Delaware will contract with a vendor to thin pulpwood timber located on the Midlands Wildlife Area, subject to the following:

#### **1. DURATION OF THE CONTRACT**

The vendor's contract shall be valid for two (2) years from date the Contract Agreement Document is executed.

Any requests for extension of time beyond the two (2) year initial contract term shall be made at least thirty (30) days in advance of the contract expiration date. The request for extension must be in writing from the awarded vendor to the Director of the Delaware Division of Fish & Wildlife. Any extensions to the contract may be limited by regulations as specified in the Delaware Code.

#### **2. ACREAGE**

The awarded vendor shall retain the right to thin pulpwood timber from the Midlands Wildlife Area as designated in the contract documentation.

The timber thinning sale areas are located on multiple stands and the area boundaries are easily distinguishable on all sale sites.

The following chart provides zone locations within the Midlands Wildlife Area, the approximate acreage associated with each area and the approximate total acreage.

<u>Midlands Wildlife Area Zone</u>	<u>Approximate Acreage per Zone</u>
34	37
41	97.6
43	64
45	236.5
46	16.2
50	63
51	36.7
58	50
59	10
Total Acreage	<b>611</b>

Please refer to Exhibit 2 for an overview of the area to be thinned and the specific area zones.

### 3. TONNAGE

The Acreage chart provided immediately above does not estimate tonnage. Tonnage volumes for the sale have not been calculated.

**The basis of sale award will be determined by the highest price paid per ton.**

### 4. METHODOLOGY FOR WORK TO BE PERFORMED

- a. The Division's prescription is for the commercial row thinning method to be used. Specifications include removal of skid roads on 75-foot centers and subsequent removal of all unacceptable growing stock between rows including hardwoods. Residual trees will be dominants or co-dominants, of acceptable form, (i.e. tallest, straightest, no forked stems, and be free of disease or insect infestation). A target basal area of 70 square feet/acre is to be achieved as well as a stocking of 350- to 400- trees/ac. Minimal damage of residual stand is to be maintained which includes minimal trunk scarring as well as minimal damage to residual crowns.
- b. To cut only those trees designated to be within the sale area. The term designated trees, as used herein, is understood to be only those live trees located within the designated area as outlined in the Timber Sale Specifications contained in the Invitation to Bid, Exhibit 1 and Exhibit 2.
- c. To avoid unnecessary damage to trees not designated for harvest within the sale area and any trees outside the sale area, during all phases of logging operations.
- d. To perform all logging functions in a workmanlike manner.
- e. To use existing roads and forest roads as designated and permitted by the Division.
- f. To refrain from allowing equipment parts, motor oil containers and filters, air filters, paper, scrap metal, wire, or any discarded material to be left on lands of the Division or adjoining lands. Realizing that logging operations tend to generate materials of this type, the Buyer will provide suitable containers on site for depositing discarded material and trash. These containers will be removed from the logging site when full, and emptied off-site by the Buyer. Upon completion of logging operations, trash containers will be permanently removed from the logging site. In case of accidental oil or fuel spills on lands of Division, Buyer will immediately initiate cleanup of said oil or fuel spills, and remove contaminated soil and other materials from the site.
- g. To make stump cuts so that all stumps shall be at a height no greater than 12 inches above ground level.
- h. To leave the streams, ditches, ponds, or other watercourses free and clear of treetops, brush, or other obstructions. To repair damage to fences, and to leave trails, roads, and property boundary markers in a condition as close to the original condition as possible.
- i. To notify the State or the designated agent, one (1) working day in advance of the intention to start cutting or moving equipment onto the site. Notice will also be given one (1) working day prior to the completion of the Contract and before equipment is moved out.
- j. To exercise care at all times by the Buyer, his or her agent, and employees, or those that may be under Contract to him, that fires are not to be started or permitted to spread.
- k. To carry liability insurance, workman's compensation, and such motor vehicle insurance as required by the Timber Sale Specifications, Invitation to Bid, Delaware State Law, and

furnish proof of same to the Division prior to commencement of the harvesting operation.

- l. To pay three (3) times the stumpage value for each tree not in the Contract that is cut or wantonly damaged.
- m. To comply with all state and county laws and regulations, and be responsible for any violations.
- n. To use best management practices throughout the operation to insure that erosion and sedimentation are not generated during or following the operation, according to the rules and regulations of Title 3, Chapter 10, Subchapter VI, Delaware's Forestry Practices Erosion and Sediment (E&S) Control Law. An Erosion and Sediment Control Permit must be approved by the Department prior to harvesting timber on this site. The buyer agrees to follow said permit requirements. Any restoration work needed on site as a result of the Buyer's operations will be the sole responsibility of the Buyer. Restoration work will be performed to the satisfaction of the Division.

## **5. PAYMENTS TO AGENCY**

Payments are to be made on a **weekly basis** accompanied by haul/weight slips. Checks shall be made payable to Delaware Division of Fish and Wildlife.

## **6. ASSIGNMENT OF CONTRACT**

The vendor may not assign his interest in this contract without the prior written consent of the Division of Fish and Wildlife.

## **7. SECURITY**

The awarded vendor covenants and agrees that he will in no way interfere with the security of the property or in the State's ability to carry out its mission on the property.

## **8. BINDING**

This agreement is binding upon the parties hereto, their heirs, successors, administrators and assignees.

## **9. INDEMNIFICATION**

The Buyer, his or her agent, and employees agrees to indemnify and hold harmless the State of Delaware and the Delaware Division of Fish & Wildlife, their agents and employees from any and all liability suits, actions, or claims, together with all costs, expenses or attorney's fees arising from the negligence or other tortuous acts or omissions by the Buyer, his or her agent, and employees regardless of whether such suits, actions, claims, or liabilities are also based upon acts or failure to act attributable to the State of Delaware, Delaware Division of Fish & Wildlife, their agents or employees.

## **10. TERMINATION FOR CONVENIENCE**

Contracts shall remain in effect for the time period and quantity specified unless the Contract is terminated by the State. The State may terminate the Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

## **11. TERMINATION FOR CAUSE**

If, for any reasons or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

## **12. REQUIRED BID SUBMISSION MATERIALS**

The bid response package should contain at a minimum the following:

1. Vendor must include a check for \$5,000 as specified in Section B of the ITB, and identified under the heading BID SECURITY. Failure to include this bid security will cause a vendor's bid to immediately be removed from consideration.
2. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
3. One (1) complete, signed and notarized copy of the Vendor Proposal Form (Attachment C).
4. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment B).

**BOTH VENDOR PROPOSAL AND NON-COLLUSION MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**

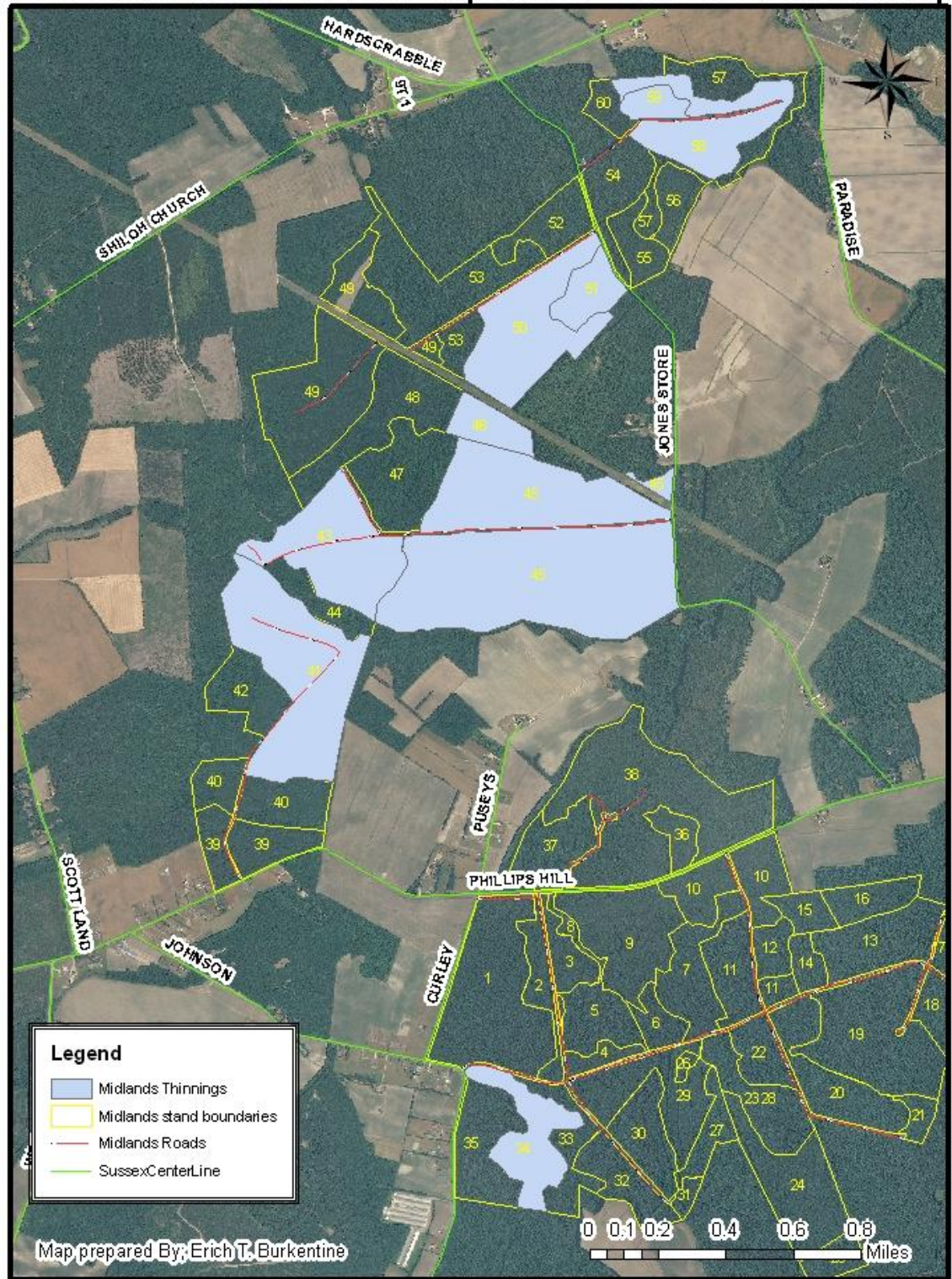
5. One (1) completed Business Reference form (See Attachment D) – please provide references other than State of Delaware contacts. Form must be included.
6. One (1) completed ITB Exception form (See Attachment E) – please check box if no information. Form must be included.
7. One (1) complete OMWBE application (see link on Attachment F) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.



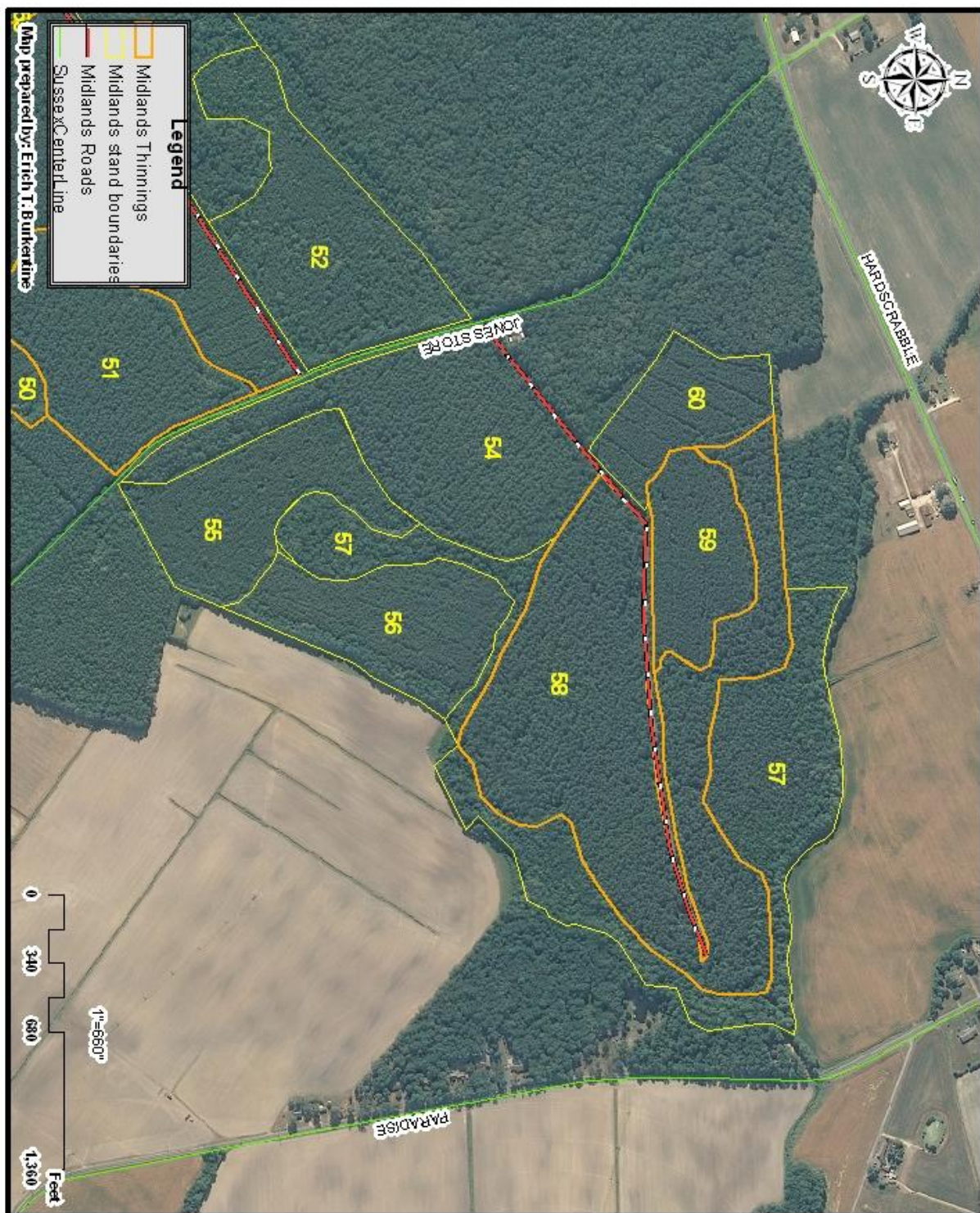
Exhibit 1 – Map 1 of 4

# F&W Midlands Tract Pulpwood Sale Location Map



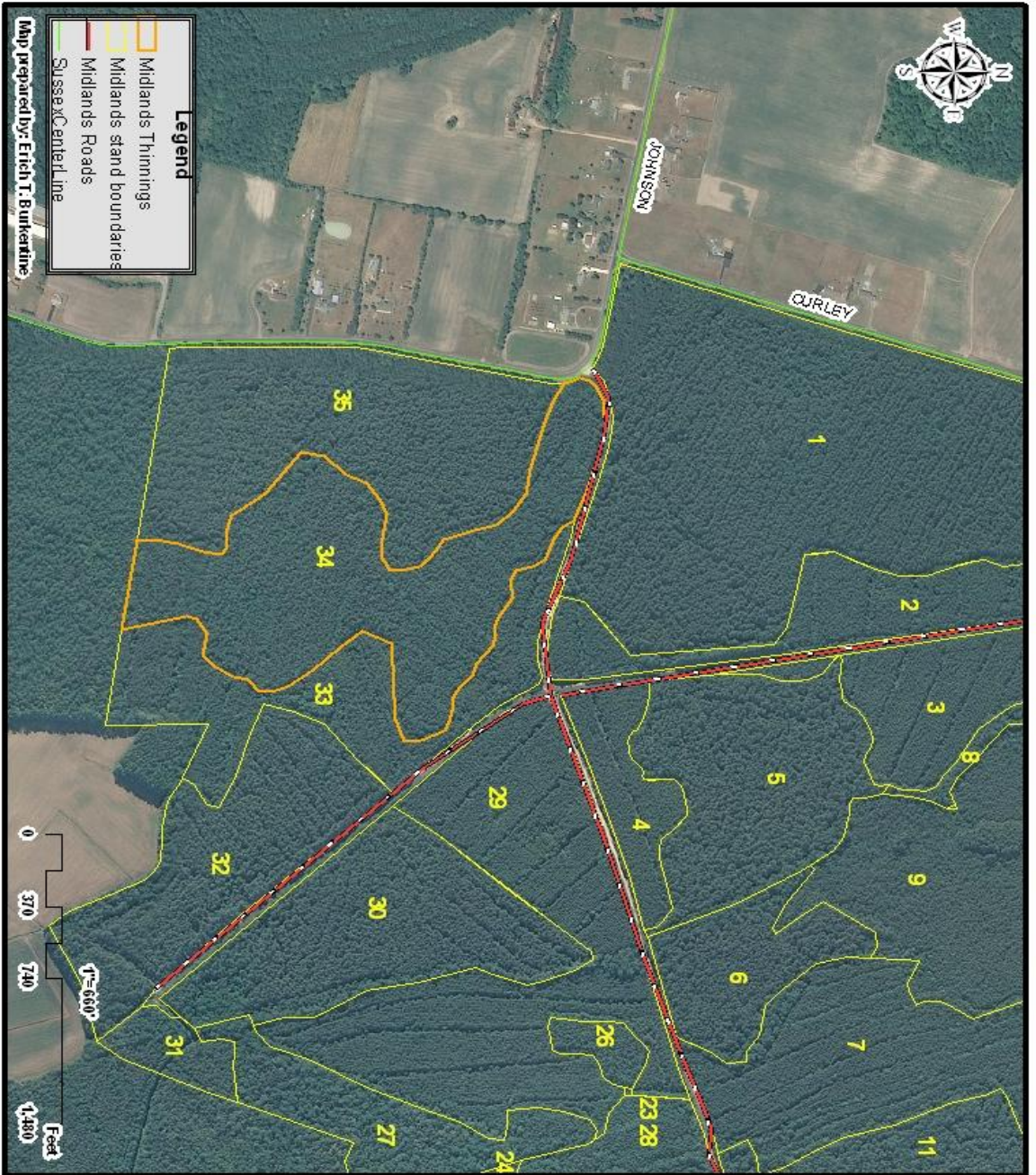


# F&W Midlands Tract Sale Boundaries



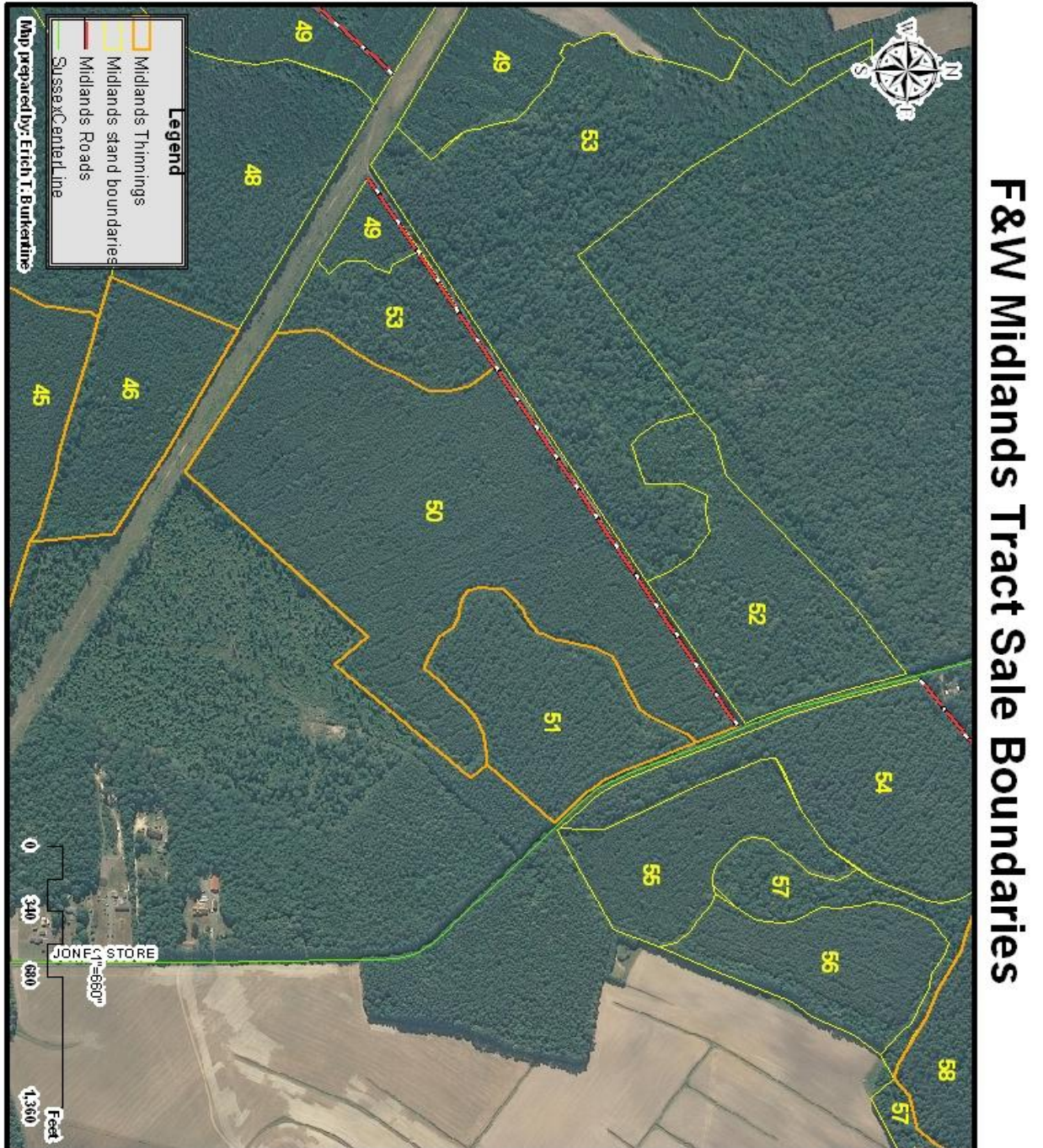


## F&W Midlands Tract Sale Boundaries





**Exhibit 1 – Map 4 of 4**



## **Exhibit 2**

### **CONTRACT DOCUMENT**

**DELAWARE DIVISION OF FISH & WILDLIFE  
CONTRACT NO. NAT13101-MIDLANDS\_THIN  
Midlands Wildlife Area – Pulpwood Thinning Timber Sale**

THIS AGREEMENT, made and executed this \_\_\_\_\_ **dd** day of **Yr**, by and between **Buyer** (hereinafter designated as Buyer), party of the first part, and the Delaware Division of Fish & Wildlife, a department created under the laws of the State of Delaware (hereinafter designated as Department) party of the second part.

**WITNESSETH** that the Buyer in consideration of the covenants and agreements herein contained and made by the Division agree to the following:

**ARTICLE ONE.** The Buyer shall and will provide and furnish all the necessary labor and equipment to perform and complete this Contract and all Specifications and Proposals issued by the Department, entitled Contract No. NAT13101-MIDLANDS\_THIN, and identified as "Midlands Wildlife Area – Pulpwood Thinning Timber Sale" dated December 13, 2012, as hereby incorporated by referenced as the Invitation to Bid, Exhibit 1, Exhibit 2, and Attachments.

**ARTICLE TWO.** The Buyer shall and will pay to the Delaware Division of Fish & Wildlife based on copies of haul/weight slips that must be provided with weekly payment. All loads must be weighed on a state certified motor truck scale that is capable of weighing the entire load.

**ARTICLE THREE.** The Division agrees to allow the Buyer right of access, ingress, egress, and regress to, on, over, and through property of the Division using such roads as the Division shall prescribe for the purpose of cutting and removing there from such timber as is included in the terms of the Timber Sale Specifications contained in the Invitation to Bid, Exhibit 1, Exhibit 2, and Attachments.

The Division guarantees that it is the owner of said timber, holds a good title to the same and has the statutory right to remove said timber, and further agrees to answer any and all claims to the contrary at its expense.

The Division guarantees that all requirements and regulations of Title 3, Chapter 10, Subchapter V, the Delaware Seed Tree Law, have been met, and the Buyer has no reforestation responsibilities on this property.

The Division reserves the right to stop all logging operations due to wet weather conditions which can cause environmental degradation, safety violations, and/or violations of this Contract.

Landing sites will be designated by signs or approved by the State Forester or his/her designated agent.

**ARTICLE FOUR.** The Buyer agrees:

1. To cut only those trees designated to be within the sale area. The term designated trees, as used herein, is understood to be only those live trees located within the designated area as outlined in the Timber Sale Specifications contained in the Invitation to Bid, Exhibit 1, Exhibit 2, and Attachments.
2. To avoid unnecessary damage to trees not designated for harvest within the sale area and any trees outside the sale area, during all phases of logging operations.

3. To perform all logging functions in a workmanlike manner.
4. To use existing roads and forest roads as designated and permitted by the Division.
5. To refrain from allowing equipment parts, motor oil containers and filters, air filters, paper, scrap metal, wire, or any discarded material to be left on lands of the Division or adjoining lands. Realizing that logging operations tend to generate materials of this type, the Buyer will provide suitable containers on site for depositing discarded material and trash. These containers will be removed from the logging site when full, and emptied off-site by the Buyer. Upon completion of logging operations, trash containers will be permanently removed from the logging site. In case of accidental oil or fuel spills on lands of Division, Buyer will immediately initiate cleanup of said oil or fuel spills, and remove contaminated soil and other materials from the site.
6. To make stump cuts so that all stumps shall be at a height no greater than 12 inches above ground level.
7. To leave the streams, ditches, ponds, or other watercourses free and clear of treetops, brush, or other obstructions. To repair damage to fences, and to leave trails, roads, and property boundary markers in a condition as close to the original condition as possible.
8. To notify the State or the designated agent, one (1) working day in advance of the intention to start cutting or moving equipment onto the site. Notice will also be given one (1) working day prior to the completion of the Contract and before equipment is moved out.
9. To exercise care at all times by the Buyer, his or her agent, and employees, or those that may be under Contract to him, that fires are not to be started or permitted to spread.
10. To carry liability insurance, workman's compensation, and such motor vehicle insurance as required by the Timber Sale Specifications, Invitation to Bid, Delaware State Law, and furnish proof of same to the Division prior to commencement of the harvesting operation.
11. To hold Division harmless and blameless from any and all claims that may arise as a result of Buyer's operation on the Division's property.
12. To pay three (3) times the stumpage value for each tree not in the Contract that is cut or wantonly damaged.
13. To comply with all state and county laws and regulations, and be responsible for any violations.

**ARTICLE FIVE.** The Buyer further agrees:

To use best management practices throughout the operation to insure that erosion and sedimentation are not generated during or following the operation, according to the rules and regulations of Title 3, Chapter 10, Subchapter VI, Delaware's Forestry Practices Erosion and Sediment (E&S) Control Law. An Erosion and Sediment Control Permit must be approved by the Department prior to harvesting timber on this site. The buyer agrees to follow said permit requirements. Any restoration work needed on site as a result of the Buyer's operations will be the sole responsibility of the Buyer. Restoration work will be performed to the satisfaction of the Division.

**ARTICLE SIX.** It is hereby understood by the parties that the Delaware Division of Fish & Wildlife is an agency of the State of Delaware and is sovereignly immune from liability claims.

**ARTICLE SEVEN.** The terms of this agreement and Contract will be completed on or before \_\_\_\_\_.

**ARTICLE EIGHT.** The Contract Documents include this Contract, the Invitation to Bid, the Specifications and Exhibits, Attachments and the Bids.

**ARTICLE NINE.** This Contract may be amended upon the mutual written consent of both parties.

IN WITNESS WHEREOF, the said parties have duly executed this agreement in triplicate the day and year first above written.

IN WITNESS WHEREOF, the parties below hereunto set their hands on this \_\_\_\_\_day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Witness

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties below have hereunto set their hands on this \_\_\_\_\_day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
David E. Saveikis,  
Director Delaware Division of Fish & Wildlife

\_\_\_\_\_  
Witness

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
DEPARTMENT OF FISH AND WILDLIFE  
18074 REDDEN FOREST DRIVE  
GEORGETOWN, DE 19947  
ATTN: ROBERT GANO, REGIONAL WILDLIFE MANAGER

**NO BID REPLY FORM**

**BID #** NAT13101-MIDLANDS\_THIN    **BID TITLE:** MIDLANDS WILDLIFE AREA –  
PULPWOOD THINNING TIMBER SALE

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: NAT13101-MIDLANDS\_THIN

TITLE: MIDLANDS WILDLIFE AREA – PULPWOOD TIMBER THINNING SALE

OPENING DATE: January 9, 2013 at 1:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Division of Fish and Wildlife.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Fish and Wildlife.

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_  
(circle one) (circle one) (circle one)

COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Enterprise</u>			<u>Enterprise</u>			<u>Enterprise</u>		
	<u>(WBE)</u>			<u>(MBE)</u>			<u>(DBE)</u>		

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

**VENDOR PROPOSAL FORM**

DELAWARE DIVISION OF FISH &amp; WILDLIFE

CONTRACT NO. NAT13101-TIMBER\_THIN

MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE

The undersigned, having read the Contract Documents, hereby proposes to provide all necessary equipment and labor to perform and complete said Contract for the following quoted price (per ton):

TOTAL BID PRICE FOR ALL STUMPAGE \_\_\_\_\_ (price per ton)  
IDENTIFY PRICE PER TON NUMERICALLY

TOTAL BID PRICE FOR ALL STUMPAGE \_\_\_\_\_ (price per ton)  
IDENTIFY PRICE PER TON IN WORDS

OTHER COMMENTS AND PROPOSAL INFORMATION:

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BID SUBMITTED BY: (Please print in blue or black ink, or type)

Company Name: \_\_\_\_\_

Address:

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Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Notary Public



**Business References**

Contract No.: NAT13101-MIDLANDS\_THIN  
Contract Name: MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

**PLEASE DO NOT INCLUDE STATE OF DELAWARE PERSONNEL AS REFERENCES.**



## ITB Exceptions

Contract No.: NAT13101-MIDLANDS\_THIN

Contract Name: MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

[illegible]

**Note: use additional pages as necessary.**



## State of Delaware

### Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

[http://gss.omb.delaware.gov/osd/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf)



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: [osd@state.de.us](mailto:osd@state.de.us)

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>